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Filed

MAR 28 2008

RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE

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7 Attorneys for Plaintiff
8 ANNUITY & LIFE REASSURANCE
AMERICA, INC. (formerly known as
9 CAPITOL BANKERS LIFE INSURANCE COMPANY)

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

ANNUITY & LIFE REASSURANCE } Case No.: C 07 5502 PVT
AMERICA, INC. (formerly known as }
CAPITOL BANKERS LIFE INSURANCE }
COMPANY), }
Plaintiff, }
vs. }
JON C. HUGDAHL, an individual and }
TRUSTEE of the JON S. HUGDAHL }
FAMILY TRUST, dated 12/19/94; PAUL A. }
HUGDAHL, an individual; and MARRY C. }
HUGDAHL, an individual, }
Defendants. }

1 Upon reading the Stipulation and Order for Entry of Judgment in Interpleader and it
 2 appearing that Annuity & Life Reassurance America, Inc. ("Annuity & Life Re") has brought
 3 this action in interpleader, that this Court has jurisdiction of the parties and of the subject herein,
 4 and that good cause appears therefore,

5 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED:**

6 1. That Annuity & Life Re properly filed this complaint in interpleader and this is a
 7 proper cause for interpleader;

8 2. That, by reason of the death of Jon S. Hugdahl ("decedent") on or about June 24,
 9 2007, Life Insurance Policy Number 1016113 (the "policy"), issued by Annuity & Life Re to
 10 decedent, became payable. The Policy provided \$50,000.000 term life insurance with an
 11 additional \$50,000.00 by virtue of the Guaranteed Purchase Option Endorsement under the
 12 policy for a face amount of \$100,000.00 (the "Insurance Proceeds");

13 3. That defendants the Jon S. Hugdahl Family Trust, Jon C. Hugdahl, Paul A.

14 Hugdahl and Marry C. Hugdahl (collectively "defendants") each claim entitlement to some or all
 15 of the Insurance Proceeds. To date, no other person or entity has made any claim to Annuity &
 16 Life Re for the Insurance Proceeds;

17 4. That at all times, Annuity & Life Re was ready, willing and able to deliver the
 18 Insurance Proceeds to the person(s) or entity legally entitled thereto. However, by reason of
 19 actual and potential conflicting claims to the Insurance Proceeds, Annuity & Life Re did not
 20 know and was unable to determine the person(s) or entity legally entitled to them;

21 5. That concurrently with the filing of its complaint in interpleader, Annuity & Life
 22 Re deposited with the clerk of this Court the Interpleader Funds, totalling One Hundred One
 23 Thousand, Three Hundred Sixty Nine Dollars and Eighty-Six Cents (\$101,369.86) which
 24 represents the Insurance Proceeds of \$100,000.00, plus interest of \$1,369.86;

25 6. That having deposited the Interpleader Funds with the clerk of the Court on
 26 October 29, 2007, Annuity & Life Re is fully and forever released, discharged and acquitted of
 27 and from any liability of any kind or nature whatsoever under the Policy or by reason of the

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1 death of decedent as to any and all claims, charges, demands, or otherwise that exist now or may
2 arise at anytime in the future;

3 7. That defendants may proceed further with the pending action against and among
4 each other only. Defendants are permanently enjoined from instituting or prosecuting any other
5 proceeding, action or cross-action in any state or United States court against Annuity & Life Re
6 arising out of their respective claims to the above-described Interpleader Funds; and

7 8. That Annuity & Life Re is dismissed from this action without cost to any party.

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9 **WHEREFORE**, the parties respectfully request that this Court enter its order on this
10 stipulation.

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12 DATED: 3/28, 2008
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22 UNITED STATES DISTRICT COURT JUDGE
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